

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 02-056

490010211M1003094

IN RE: Richard Moseley, individually)
and d/b/a R.A. Moseley Roofing)
)
Respondent.)

FILED

NOV 20 2002

Sarah M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and the Respondent, Richard Moseley, individually and d/b/a R.A. Moseley

Roofing, enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code § 24-5-0.5-7.

~~Any violation of the terms of this Assurance constitutes *prima facie* evidence of a~~

deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an individual engaged in the home improvement business, with a principal place of business at 1108 N. Centennial Street, Indianapolis, Indiana, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code Ch. 24-5-0.5.

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4. Respondent agrees that in every home improvement transaction he enters into he will provide a completed home improvement contract complying with Ind. Code § 24-5-11-10 to the consumer before it is signed by the consumer. Respondent agrees that the contract must contain at a minimum the following:

(a) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

(c) The date the home improvement contract was submitted to the consumer and ~~any time limitation on the consumer's acceptance of the home improvement contract;~~

(d) A reasonably detailed description of the proposed home improvements;

~~(e) If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;~~

(f) The approximate starting and completion dates of the home improvements;

(g) A statement of any contingencies that would materially change the approximate completion date;

(h) The home improvement contract price; and

(i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or a typed version of that person's name placed directly after or below the signature.

5. Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the

Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

6. Respondent agrees that he will give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12. The contract must also show the dates the Respondent and each consumer executed the contract.

7. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code Ch. 24-5-11.

8. Respondent agrees to refrain from conducting any home improvements until he has first obtained all necessary licenses or permits required by law.

9. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code Ch. 24-5-0.5.

10. Respondent shall pay to the Office of the Attorney General Two Thousand Dollars (\$2,000.00). Respondent shall pay this amount in four installments of Five Hundred Dollars (\$500.00). Respondent shall pay the first installment on November 20, 2002, and shall pay the remaining installments on the 20th day of December 2002, January 2003, and February 2003. The Office of the Attorney General will disburse One Thousand Five Hundred Dollars (\$1,500.00) of Respondent's total payments to Mr. Allen Faucett as consumer restitution, and will keep the remaining Five Hundred Dollars (\$500.00) as costs of its investigation in this matter.

11. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

13. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 20 day of November, 2002.

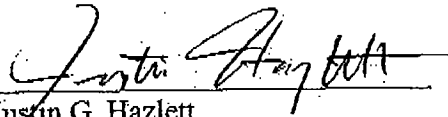
STATE OF INDIANA

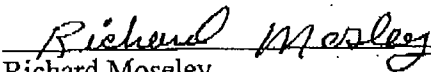
RESPONDENT

STEVE CARTER
Attorney General of Indiana

RICHARD MOSELEY d/b/a
R.A. MOSELEY ROOFING

By:


Justin G. Hazlett
Deputy Attorney General
Atty. No. 22046-49


Richard Moseley

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APPROVED this _____ day of _____, 2002.


Judge, Marion County Circuit Court